

R E M A R K S

Careful review and examination of the subject application are noted and appreciated.

SUPPORT FOR THE CLAIM AMENDMENTS

Support for the claim amendments may be found in the specification, for example, on page 25 lines 3-23, page 1 line 28-page 2 line 2, page 24 line 18-page 25 line 2 and page 33 lines 26-27, as originally filed. Thus, no new matter has been added. As the amendments should only require a cursory review by the Examiner, the amendments should be entered for purposes of appeal, under MPEP §714.13 II. If the amendments are not entered, Applicant respectfully requests a concise explanation why under MPEP §714.13 III.

CLAIM REJECTIONS UNDER 35 U.S.C. §102

The rejection of claims 8 and 12-20 under 35 U.S.C. §102(e) as being anticipated by Grow '315 has been obviated in part by appropriate amendment, is respectfully traversed in part, and should be withdrawn.

Claim 8 provides a means for generating and electronically transmitting to a first individual and a second individual, to whom a first reminder was not transmitted, a second reminder to complete a task. Claim 8 further provides that the second individual is one of a plurality of individuals associated

with a project. Despite the assertion on page 3 of the Office Action, the text in column 18 lines 20-35 and column 18, lines 60-67 appears to be silent regarding a second individual associated with a project receiving a second reminder but not a first reminder. The cited text reads:

Optionally, a **warning** (e.g., a prompt, email message, etc.) can also be transmitted from the host computer 150 to the administrator **notifying the administrator of the failed reminder attempt**. It is to be expressly understood that any suitable affirmative acknowledgment method can be implemented under the teachings of the present invention. In this manner, the method of the present invention reduces the potential for missed deadlines which can result in a dismissed case with or without prejudice, party admissions, default judgment, sanctions, malpractice, etc. (Col. 18 lines 20-35) (Emphasis added)

It is to be expressly understood that the notification date can be preset with an advance warning (e.g., five days before the critical date), or the system can be set where the notification date is the same as the critical date and the host computer 150 automatically compares the notification date to an advance date (e.g., five days before the critical date) in step 520. Alternately, the notification date and the critical date can be the same date and no advance warning is given. Likewise, where a reminder is sent in advance of the critical date, a second reminder can be sent on the critical date. For example, the document can be sent in advance of the critical date and simply a reminder to file sent on the critical date. (Col. 18 lines 56-67)

In contrast, Grow appears to contemplate that a warning (asserted similar to the claimed second reminder) is sent only to an administrator indicating that reminders to a user have not been acknowledged. Grow appears to be silent that (A) the warning is also sent to the user, (B) that the warning is a reminder to complete a task and (C) that the administrator is one of a plurality of individuals associated with the project. Therefore, Grow does not appear to disclose or suggest (i) a means for

generating and electronically transmitting to a first individual and a second individual, to whom a first reminder was not transmitted, a second reminder to complete a task and (ii) that the second individual is one of a plurality of individuals associated with a project as presently claimed.

Regarding (A) above, the Examiner is respectfully requested to either (i) clearly identify where Grow discusses the user receiving the warning or (ii) withdraw the rejection. Regarding (B) above, the Examiner is respectfully requested to either (i) clearly identify where Grow states that the warning to the administrator is a reminder to complete a task or (ii) withdraw the rejection. Regarding (C) above, Grow appears to contemplate that the administrator is a vendor selling a service to the user. In particular, Grow defines the user as:

As used herein, **a user** is defined as the operator of the user workstation 110. Typically, the user is **an attorney or member of the law firm staff**, however, the website 140 may be made available to members of the public at large (e.g., for pro se proceedings). (Col. 3 lines 25-29) (Emphasis added)

In contrast, the administrator is defined as:

The **administrator** is defined as the operator of the host computer 150. The administrator **updates and maintains the website** 140 and tables, and in other embodiments can send email to the user workstation 110 or **provide technical support to the user**. (Col. 3 lines 38-42) (Emphasis added)

To one of ordinary skill in the art, the administrator would appear to be a website operator/technical support rather than an attorney or member of a law firm.

In one embodiment, where the user has a payment agreement with the administrator, the host computer 150 records access

by the user workstation 110 to the website 140 in the user information field 220 or other Field i in the user table 200. The administrator can use this information to determine the required payment and send the user a bill (e.g., a monthly bill). (Col. 14 lines 1-7)

The payment agreement between the user and administrator conflicts with the idea that both are associated with the same project in the law firm.

TABLE IV
TO: jbulldog@**lawfirm.com**
FROM: administrator@**website.com**
(Col. 17, Table IV) (Emphasis added)

Furthermore, the administrator appears to be working for a different company than the user. Therefore, one of ordinary skill in the art would not appear to understand the administrator and user of Grow to be two individuals associated with the same project as presently claimed. As such, *prima facie* anticipation has not been established and the rejection of claim 8 should be withdrawn.

Furthermore, the Office Action asserts on page 14, "The administrator of Grow is a user who ensures that a deadline is met for the task and is a separate user from the first user." However, no text or figures of Grow are cited as evidence of the assertions that the administrator is (a) a user or (b) ensures that a deadline is met. Thus, the assertions appears to be merely a conclusory statement. As such, the Examiner is respectfully requested to either (i) clearly identify where Grow discusses the administrator (a) as a user and (b) someone who ensures that deadlines are met or (ii) withdraw the rejection.

Furthermore, the Office Action asserts on page 14 that the administrator is "a user of the host computer". However, the "user" of host computer 150 in Grow appears to be a website operator/technical support as discusses above. The Office Action still has not shown that the administrator of Grow is similar to a user working on a project at a law firm from a workstation 110. Therefore, the administrator does not appear to be a user associated with a task as presently claimed.

Furthermore, claim 8 provides that the second individual is a supervisor of the first individual within a same company. In contrast, Grow appears to be silent regarding a supervisor of a user, in the same company as the user, not receiving a first reminder and receiving a second reminder as presently claimed. As such, claim 8 is fully patentable over the cited reference and the rejection should be withdrawn.

Claim 12 provides a means for generating and electronically transmitting, responsive to the completion of a first task, an instruction to complete a second task to a first individual of a plurality of individuals responsible for a project. In contrast, Grow appears to be silent regarding the transmission of a reminder to complete a second task linked to the completion of a first task. Therefore, Grow does not appear to disclose or suggest a means for generating and electronically transmitting, responsive to the completion of a first task, an instruction to complete a second task to a first individual of a plurality of individuals responsible for a project as presently claimed.

Furthermore, all of the cites to Grow on page 3 of the Office Action appear to discuss sending a reminder at an advanced date and/or a critical date. None of the text of Grow cited in the Office Action appears to discuss sending a reminder for a second task **in response to completing a first task.** Therefore, *prima facie* anticipation has not been established for lack of evidence that Grow discloses all of the claim limitations as arranged in the claims.

Claim 12 further provides a means for inputting a completion of a first task associated with the project in a second database. Despite the assertion on page 3 of the Office Action, Grow appears to be silent regarding a database storing completions of tasks. Furthermore, the assertion on page 3 of the Office Action that Grow discloses "the completion of the first task (document in the legal proceedings) is input and the dates updated" does not appear to show a second database storing **a completion** of the task for generating the document. The Office appears to be confusing storage of an end product of a task (the document) with the claimed storage that the task has been completed (regardless of whether or not any document was stored). As such, the Examiner is respectfully requested to either (i) clearly identify the database of Grow allegedly similar to the claimed second database and the information stored in that database which indicates that a task has been completed or (ii) withdraw the rejection.

Claim 13 provides a means for generating and electronically transmitting a second reminder to a second

individual that a task requires completion. Claim 13 further provides that the second individual is one of a plurality of individuals associates with a project. In contrast, the text in column 18 lines 20-35 and column 18 lines 60-67 of Grow (reproduced above under the claim 8 arguments) does not appear to establish the administrator of Grow is similar to a user associated with a project. Furthermore, as argued above for claim 8, the Office Action has not established that the warning of Grow is a reminder that a task requires completion. Therefore, *prima facie* anticipation has not been established for lack of evidence that Grow discloses all of the claim limitations as arranged in the claim.

Claim 13 further provides that the second reminder to the second individual is generated and transmitted after a predetermined number of first reminders have been transmitted to a first individual concerning a task. In contrast, Grow appears to be silent regarding the warning (asserted similar to the claimed second reminder) being transmitted after **a predetermined number** of reminders have been transmitted as presently claimed. A common definition for "predetermined" is provided by the Merriam-Webster OnLine dictionary (see attached Appendix A) as "to determine beforehand". While the assertion on page 14 of the Office Action that a predetermined number can be any number may be true, the Office Action has failed to establish that a predetermined number of failed reminders trigger the warning. Therefore, the Examiner is respectfully requested to either (i) provide evidence where Grow

discusses establishing beforehand (predetermined) a number of failed reminders that would trigger a warning or (ii) withdraw the rejection.

Claim 13 further provides that the predetermined number is at least two. Contrast, the text in column 18 lines 21-24 of Grow appears to suggest that a warning is sent after each failed reminder. Therefore, Grow does not appear to disclose or suggest that the predetermined number is at least two as presently claimed. As such, claim 13 is fully patentable over the cited reference and the rejection should be withdrawn.

Claim 14 provides that the second individual is a supervisor of the first individual. Despite the assertion on page 4 of the Office Action, the text in column 18 lines 10-25 and column 18 lines 60-67 of Grow do not appear to mention that the administrator a supervisor of a user of a website. The cited text reads:

Also in a preferred embodiment, the host computer 150 continuously (e.g., at a predetermined interval such as every 6 hours) transmits additional reminders until an affirmative acknowledgment is received. For instance, the first reminder can be an email and when an affirmative acknowledgment is not received by the host computer 150 from the user workstation 110, a recorded message can be sent (e.g., by telephone), followed by a facsimile transmission. In this manner, the method uses alternative reminders in the event that the email system, facsimile system, etc. do not work (e.g., the user's ISP is down for repairs).

Optionally, a warning (e.g., a prompt, email message, etc.) can also be transmitted from the host computer 150 to the administrator notifying the administrator of the failed reminder attempt. It is to be expressly understood that any suitable affirmative acknowledgment method can be implemented under the teachings of the present invention. In this manner, the method of the present invention reduces the potential for missed deadlines which can result in a dismissed case with or

without prejudice, party admissions, default judgment, sanctions, malpractice, etc.

The host computer 150 proceeds in step 550 by updating the notification date stored in the case table 230. That is, the host computer 150 clears the notification date currently stored in the notification field of the case table 230 (e.g., today's date) and accesses the docket from the docket field 245 of the case table 230 to determine the next critical date, and hence next notification date. (col. 18 lines 10-37)

It is to be expressly understood that the notification date can be preset with an advance warning (e.g., five days before the critical date), or the system can be set where the notification date is the same as the critical date and the host computer 150 automatically compares the notification date to an advance date (e.g., five days before the critical date) in step 520. Alternately, the notification date and the critical date can be the same date and no advance warning is given. Likewise, where a reminder is sent in advance of the critical date, a second reminder can be sent on the critical date. For example, the document can be sent in advance of the critical date and simply a reminder to file sent on the critical date. (Col. 18 lines 56-67)

Nowhere in the above text, or in any other section, does Grow appear to define the administrator as a supervisor of a user. Therefore, Grow does not appear to disclose or suggest that the second individual is a supervisor of the first individual as presently claimed. As such, claim 14 is fully patentable over the cited reference and the rejection should be withdrawn.

Claim 15 provides (i) a means for automatically generating and electronically transmitting by **a first mode** to a first individual of a plurality of individuals, **prior to a date**, a first reminder to complete a task associated with a project and (ii) a means for automatically generating and electronically transmitting by **a second mode** to the first individual a second reminder to compete a task associated with the project **on the date**.

Despite the assertion on page 5 of the Office Action, Grow appears to be silent regarding transmitting a first reminder before a date using one mode and transmitting a second reminder on the date using a different mode. In particular, Grow merely presents a list of possible modes of transmitting a reminder, but fails to mention the claimed sequence of modes. Since claim 15 is rejected under 102(e), the Office has the burden to show that Grow discloses all of the claimed elements **as arranged in the claim**. The Office Action does not appear to have meet that burden. Therefore, the Examiner is respectfully requested to either (i) clearly identify where Grow allegedly mentions the claimed first mode-second mode sequence or (ii) withdraw the rejection.

Claim 15 further provides that the second reminder is not a repeat of the first reminder. In contrast, Grow appears to be silent regarding different messages on different dates having different content. Therefore, Grow does not appear to disclose or suggest that the second reminder is not a repeat of the first reminder as presently claimed. As such, claim 15 is fully patentable over the cited reference and the rejection should be withdrawn.

Claim 16 provides that the first mode is e-mail and the second mode is voice mail. While Grow may mention that reminders can be send by e-mail or telephone, Grow appears to be silent regarding the claimed sequence of e-mail first and then voice second. Furthermore, the Office Action fails to provide any evidence where the Grow allegedly mentions the claimed sequence.

Therefore, Grow does not appear to disclose or suggest that the first mode is e-mail and the second mode is voice mail as presently claimed. Since claim 16 is rejected under 102(e), the Office has the burden to show that Grow discloses all of the claim limitations **as arranged in the claims.** The Office Action does not appear to have met that burden. As such, the Examiner is respectfully requested to either (i) clearly identify where Grow allegedly mentions the claimed sequence or (ii) withdraw the rejection.

Claim 17 provides (i)(from claim 12) a plurality of individuals listed in a first database, (ii)(from claim 12) a completion of a first task in a second database and (iii)(from claim 17) data concerning the project is stored in a third database. In contrast, Grow appears to mention only three types of databases: a user database, a case database and a forms database. Assuming, *arguendo*, that the user database of Grow is similar to the claimed first database (for which Applicant's representative does not necessarily agree), the following conflicts appear. If the case database is similar to the claimed second database, the form database does not appear to hold data concerning a project (the form database appears to simply hold form documents). If the case database is similar to the claimed third database, the form database does not appear to hold completions of tasks. Therefore, Grow does not appear to disclose or suggest (i) a plurality of individuals listed in a first database, (ii) a completion of a first task in a second database and (iii) data concerning the project is stored in a third database as presently claimed. As

such, claim 17 is fully patentable over the cited reference and the rejection should be withdrawn.

Claim 18 provides (i) individuals listed in a first database, (ii) information for determining a date store in a second database and (iii) data concerning a project stored in a third database. In contrast, Grow appears to mention only three types of databases: a user database, a case database and a forms database. Assuming, *arguendo*, that the user database of Grow is similar to the claimed first database (for which Applicant's representative does not necessarily agree), the following conflicts appear. If the case database is similar to the claimed second database, the form database does not appear to hold data concerning a project (the form database appears to simply hold form documents). If the case database is similar to the claimed third database, the form database does not appear to hold information used to determine a date. Therefore, Grow does not appear to disclose or suggest (i) individuals listed in a first database, (ii) information for determining a date store in a second database and (iii) data concerning a project stored in a third database as presently claimed. Claims 19 and 20 provide language similar to claim 18. As such, claims 18, 19 and 20 are fully patentable over the cited reference and the rejection should be withdrawn.

CLAIM REJECTIONS UNDER 35 U.S.C. §103

The rejection of claims 1-7 and 9-11 under 35 U.S.C. §103(a) as being unpatentable over Grow is respectfully traversed and should be withdrawn.

Claim 1 provides (i) a means for generating in a second database a second date that is before a first deadline but after a first date and (ii) means for generating and electronically transmitting to the first individual on the second date a second reminder to complete the task. In contrast, Grow only appears to concern two notification dates for sending reminders: an advance date and a critical date. Consider some of the text of Grow cited in the Office Action as part of the rejection:

The host computer 150 proceeds in step 550 by updating the notification date stored in the case table 230. That is, the host computer 150 clears the notification date currently stored in the notification field of the case table 230 (e.g., today's date) and accesses the docket from the docket field 245 of the case table 230 to determine the next **critical date**, and hence next notification date. For example, if a Notice to Set is due thirty days after filing the Answer, the host computer 150 computes the next notification date by adding thirty days to today's date and storing the new notification date in the notification field 255 in the case table 230. (col. 18 lines 31-41) (Emphasis added)

For example, where only a five day **advance notice** is desired for the Answer, perhaps a ten day notice is desired for the Notice to Set. In other embodiments, when different documents are due based on different filing dates, the algorithm can be adjusted accordingly. Conventional algorithms can be used to compute notification dates and the above example is not intended to limit the present invention to the method of determining the notification date. (Col. 18 lines 48-55) (Emphasis added)

It is to be expressly understood that **the notification date can be preset with an advance warning** (e.g., five days before the **critical date**), or the system can be set where **the**

notification date is the same as the critical date and the host computer 150 automatically compares the notification date to an advance date (e.g., five days before the critical date) in step 520. Alternately, **the notification date and the critical date can be the same date and no advance warning is given.** Likewise, where a reminder is sent in advance of the critical date, **a second reminder can be sent on the critical date.** For example, the document can be sent in advance of the critical date and simply a reminder to file sent on the critical date. (Col. 18 lines 56-67) (Emphasis added)

The docket field 245 contains a docket or deadline chart that lists the events and associated deadlines and is generated for a given case ID 235. The trigger date field 250 contains a trigger date. For example in a personal injury action, if an Answer must be filed with the court 30 days after service of the Complaint, the date the Complaint is served is the trigger date for filing the Answer (i.e., the Answer must be filed 30 days after the trigger date). The notification field 255 contains a notification date. **The notification date can be either a critical date (i.e., the date the Answer must be filed) or several days in advance of the critical date.** For example, if the Complaint was served on June 1 and the jurisdiction requires an Answer to be filed within 30 days of the service date, the trigger date is June 1, the critical date is thus June 30, and **the notification date is June 30 or earlier (e.g., June 25) to allow for advance warning.** It is to be expressly understood that more than one trigger date can be stored with corresponding notification dates, and the use of the trigger date and notification date will be explained more fully below in reference to the method of the present invention. Other case fields 265 (e.g., Field j) can be used to store additional information about the case, such as opposing counsel's address, rules of procedure, user comments, etc. (Col. 5 line 60 - col. 6 line 17) (Emphasis added)

Grow appears to be silent regarding a second notification date located between the advanced date and the critical date. Therefore, Grow does not appear to disclose or suggest (i) a means for generating in a second database a second date that is before a first deadline but after a first date and (ii) means for generating and electronically transmitting to the first individual on the

second date a second reminder to complete the task as presently claimed.

Claim 1 further provides (i) a means for generating in the second database a third date that is before the deadline but after the second date and (ii) a means for generating and electronically transmitting to the first individual on the third date, a third reminder to complete the task. As noted above, Grow does not appear to mention any notification dates between the advance date and the critical date. Therefore, Grow does not appear to disclose or suggest (i) a means for generating in the second database a third date that is before the deadline but after the second date and (ii) a means for generating and electronically transmitting to the first individual on the third date, a third reminder to complete the task as presently claimed. As such, the Examiner is respectfully requested to either (i) clearly identify the other notification date allegedly in Grow or (ii) withdraw the rejection.

Furthermore, the Office Action fails to provide any evidence that an alleged second notification date of Grow (asserted similar to the claimed second date) and an alleged third notification date of Grow (asserted similar to the claimed third date) are stored in the same (second) database. Instead, the Office Action appears to merely point out that a second database can exist. Therefore, the Examiner is respectfully requested to either (i) clearly show where Grow allegedly discusses a second

notification date and a third notification date in the same second database or (ii) withdraw the rejection.

Furthermore, clear and particular evidence of motivation of modify Grow has not been established in the Office Action. In particular, the Office Action provides no evidence or argument that one of ordinary skill in the art would be motivated to modify Grow as suggested in the Office Action. Furthermore, the Office Action has not established that Grow teaches a second notification date or third notification date between the advanced date and the critical date. As such, *prima facie* obviousness has not been established.

Assuming, *arguendo*, that Grow teaches a second notification date and a third notification date between the advanced date and the critical date (for which Applicant's representative does not necessarily agree), no evidence or convincing line of reasoning is provided in the Office Action why one of ordinary skill in the art would consider sending reminders at an increased rate as a deadline approaches to reduce a potential to miss the deadline as alleged. Instead, it appears that the claims are being improperly used to justify the alleged motivation to modify Grow. All that Grow appears to teach is that sending a reminder at an advanced date and the deadline (critical) date reduce the potential to miss the deadline. Therefore, *prima facie* obviousness has not been established. As such, claim 1 is fully patentable over the cited reference and the rejection should be withdrawn.

Claim 5 provides that a second reminder is also electronically transmitted to a second individual of a plurality of individuals (associated with a project) who was not send a first reminder. As argued above for claim 8, Grow does not appear to teach that (i) the administrator of the website is one of a plurality of individuals associated with a project or (ii) that the administrator does not receive the first reminder but does receive the second reminder. Therefore, Grow does not appear to teach or suggest that a second reminder is also electronically transmitted to a second individual of a plurality of individuals (associated with a project) who was not send a first reminder as presently claimed. As such, claim 5 is fully patentable over the cited reference and the rejection should be withdrawn.

Claim 6 provides (from claim 5) a second reminder electronically transmitted to a second individual who was not sent a first reminder and (from claim 6) a third reminder electronically transmitted to a third individual who was not sent the second reminder. The Office Action admits on page 10 that Grow does not teach that the third individual was not sent the second reminder. Therefore, Grow does not teach or suggest a second reminder electronically transmitted to a second individual who was not sent a first reminder and a third reminder electronically transmitted to a third individual who was not sent the second reminder as presently claimed.

Furthermore, the Office Action fails to provide clear and particular evidence of motivation to modify Grow to send the third

message to a third individual but not send the second message. In particular, the Office Action argues that sending more messages to more individuals decreases the potential of a missed deadline. By the Office Action's own logic, one of ordinary skill in the art would appear to be motivated to send all three reminders to all three individuals all the time. Not sending the second reminder to the second and third individuals contradicts the idea of decreasing the potential of a missed deadline. Not sending the second reminder and the third reminder to the third individual also contradicts the idea of decreasing the potential of a missed deadline. Therefore, no clear and particular motivation appears to exist to send the third individual the third reminder but not the first reminder or the second reminder. As such, *prima facie* obviousness has not been established and the rejection should be withdrawn.

Claim 7 provides that the second individual is a supervisor of the first individual. As argued above for claim 14, Grow does not appear to teach or suggest that an administrator of a website (asserted similar to the claimed second individual) is a supervisor of a user in a law firm (asserted similar to the claimed first individual). As such, claim 7 is fully patentable over the cited reference and the rejection should be withdrawn.

Claims 2-4 and 9-11 depend from either claims 1 or 8 which are now believed to be allowable. Since claims 2-4 and 9-11 are fully patentable over the cited reference and the rejection should be withdrawn.

IMPROPERLY EXPRESSED REJECTIONS

Applicant's representative respectfully requests that a next set of arguments be presented in a new Office Action due to a lack of proper development for the resent rejections. In particular, Applicant's representative traversed the assertions in the previous Office Action that (i) Grow disclosed a means for generating and electronically transmitting a second reminder to a second individual that a task requires completion similar to claims 13 and (ii) that no motivation was established to modify Grow to reduce the number of days between reminders per claim 1. MPEP §707.07(f) reads:

Where the applicant traverses any rejection, the examiner should, if he or she repeats the rejection, take note of the applicant's argument and **answer the substance of it.** (Emphasis added)

The current Office Action repeats the rejection for claim 13 without answering the substance of the traverse. In particular, nothing is said about the traverse in the rejection on page 4 of the current Office Acton nor in the Response to Arguments section starting on page 13 of the current Office Action. The current Office Action also repeats the rejection for claim 1 without answering the substance of the traverse for the motivation to modify the reference. In particular, the Response to Arguments section of the current Office Action merely repeats, almost word-for-word, the same argument for motivation presented in the earlier Office Action. Simply repeating an argument does not answer the substance of the traverse against the argument. As such, the

current Office Action is incomplete and should be reissued. Since the current Office Action closes prosecution, the Applicant should not have to go through the trouble and expense of an Appeal or and RCE simply to learn why the Examiner believes that the traverses to claims 1 and 13 are somehow incorrect. Therefore, a new Office Action is respectfully requested.

Accordingly, the present application is in condition for allowance. Early and favorable action by the Examiner is respectfully solicited.

The Examiner is respectfully invited to call the Applicant's representative at 586-498-0670 should it be deemed beneficial to further advance prosecution of the application.

If any additional fees are due, please charge Deposit Account No. 12-2252.

Respectfully submitted,

CHRISTOPHER P. MAIORANA, P.C.

Christopher P. Maiorana
Registration No. 42,829

Dated: May 9, 2005

c/o Sandeep Jaggi
LSI Logic Corporation
1621 Barber Lane, M/S D-106 Legal
Milpitas, CA 95035

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[Thesaurus](#)[Go](#)One entry found for **predetermine**.Main Entry: **pre·de·ter·mine**

Pronunciation: -di-'tər-mən

Function: *transitive verb*Etymology: Late Latin *praedeterminare*, from Latin *prae-* + *determinare* to determine1 a : **FOREORDAIN**, **PREDESTINE** b : to determine beforehand

2 : to impose a direction or tendency on beforehand

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